



5. The law firm of Ravich will not share with any other person or entity any compensation for services provided to the Debtor.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: July 9, 2010

  
Michael L. Meyer (MN Bar ID 72527)  
Attorney for Debtor  
4545 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
Tele: (612) 332-8511  
Fax: (612) 332-8302  
Email: mlmeyer@ravichmeyer.com

Subscribed and sworn to before me  
this 9<sup>th</sup> day of July, 2010.

  
Notary Public

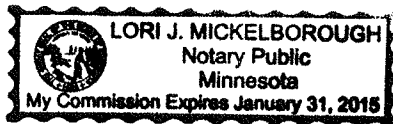


EXHIBIT A

June 29, 2010

Veblen East Dairy Limited Partnership  
Attn: Richard Millner  
P.O. Box 157  
Velben, SD 57270-0157

The Dairy Dozen – Veblen, LLP  
Attn: Richard Millner  
P.O. Box 157  
Velben, SD 57270-0157

**Re: Retention of Ravich Meyer Kirkman McGrath  
Nauman & Tansey, A Professional Association (the “Firm”)**

Dear Mr. Millner:

This letter will confirm the arrangements between you and my law firm regarding our retention by Veblen East Dairy Limited Partnership and The Dairy Dozen – Veblen, LLP (together, the “Company”) and the fee arrangement.

The Company is presently experiencing financial difficulties and is anticipating the necessity of filing a petition for reorganization under chapter 11 of Title 11 of the United States Code. The Company desires to retain Ravich Meyer Kirkman McGrath Nauman & Tansey, A Professional Association (the “Firm”) as its counsel in connection with the possible filing of a chapter 11 reorganization case in the U.S. Bankruptcy Court for the District of South Dakota (the “Chapter 11 Case”), and the Firm is willing to represent the Company in connection therewith on the terms and conditions hereinafter set forth.

The Company hereby retains the Firm to represent the Company in preparation for and in connection with the Chapter 11 Case. Such representation shall include (a) assistance to the Company and lead counsel in the preparation of any petition for a reorganization and all related documentation required in connection with the petition; (b) attendance at all court hearings occurring in the ordinary course of the chapter 11 case; and (c) assistance of lead counsel in the preparation of a plan of reorganization (the “Plan”), the disclosure statement and other pleadings.

Ravich  
Meyer  
Kirkman  
McGrath  
Nauman &  
Tansey  
*A Professional  
Association*  
*Attorneys at Law*  
DIRECT DIAL (612) 317-4745  
mlmeyer@ravichmeyer.com

Veblen East Dairy Limited Partnership  
June 29, 2010  
Page 2

The Firm agrees to provide representation to the Company, including but not limited to that described in the preceding paragraph hereof, for a total fee determined in accordance with customary factors applicable to determining a fee for legal services, including the following: (a) the time and labor required and the novelty and difficulty of the questions involved; (b) the likelihood that acceptance of representation of the Company will preclude other employment by the Firm; (c) the fee customarily charged in the particular locality for similar legal services; (d) the results obtained; (e) time limitations imposed by Client or by the circumstances; (f) the nature and length of the professional relationship of the Firm with the Company; (g) the experience, reputation and ability of the lawyer or lawyers performing the services; and (h) factors generally applicable to professional persons in reorganization cases.

Depending upon the attorney performing the services, a rate between \$200 and \$425.00 per hour will be charged. Paralegal time will be billed at a rate of \$150.00 per hour. Hourly rates may change in the ordinary course of business upon the implementation of new hourly rates by the Firm, with notice to the Company. The current hourly rates for attorneys expected to provide services to the Company are: \$425.00 for Michael L. Meyer and \$285.00 for Will R. Tansey. Expenses directly attributable to the Company shall be specifically described and billed to the Company in accordance with the Firm's custom and practice. All extraordinary expenses such as travel expense and reproduction and postage on major mailings shall be paid directly by Client.

The Company has paid the Firm upon the date hereof the sum of \$50,000 as a retainer which the Firm will hold as security for payment for professional services and disbursements. Upon the conclusion of the Firm's representation of the Company, after payment of all fees and costs, any unearned balance of the advance payment will be refunded to the Company.

Payment of all fees and expenses incurred by the Company shall be the obligation of the Company. Each month, the Firm will provide the Company with an invoice for services rendered and expenses incurred to be paid and approved by the Bankruptcy Court. If the Company should fail to pay any fees or expenses of the Firm within ten (10) days after such approval, then, the Firm shall have the right to withdraw from all further representation of the Company upon reasonable notice, and in compliance with the rules of professional responsibility and applicable rules of the Bankruptcy Court. The total fee payable by the Company to the Firm for representation in the chapter 11 case will be subject to the review and approval of the United States Bankruptcy Court.

Veblen East Dairy Limited Partnership  
June 29, 2010  
Page 3

Please review this letter and call me with any questions you might have. If the letter meets with your approval, please sign the enclosed copy and return it to me along with the retainer check. We look forward to working with you on these matters.

Best regards,

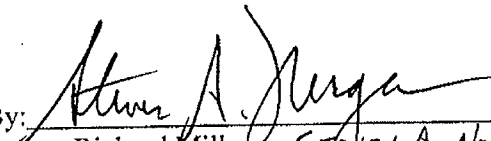
RAVICH MEYER KIRKMAN  
McGRATH NAUMAN & TANSEY,  
A PROFESSIONAL ASSOCIATION




By \_\_\_\_\_  
Michael L. Meyer

JULY ACCEPTED and AGREED  
~~JUNE~~ 1, 2010:

VEBLEN EAST DAIRY LIMITED PARTNERSHIP

By:   
Richard Millner STEVEN A. NERGER  
Its: ~~Managing Partner~~ CHIEF RESTRUCTURING  
OFFICER

THE DAIRY DOZEN-VEBLEN, LLP

By:   
Richard Millner  
Its: Managing Partner

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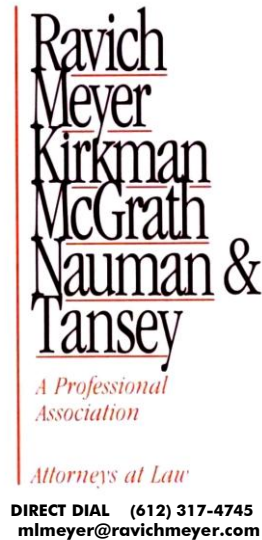
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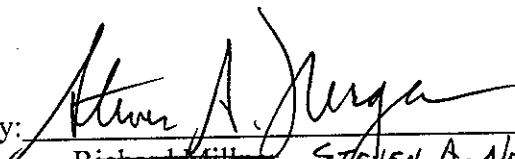
RAVICH MEYER KIRKMAN  
McGRATH NAUMAN & TANSEY,  
A PROFESSIONAL ASSOCIATION




By \_\_\_\_\_  
Michael L. Meyer

ACCEPTED and AGREED  
JULY ~~JUNE~~ 1, 2010:

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Its: ~~Managing Partner~~ CHIEF RESTRUCTURING  
OFFICER

THE DAIRY DOZEN-VEBLEN, LLP

By:   
Richard Millner  
Its: Managing Partner